## REMARKS

In the Official Action, the Examiner rejected claims 1-26. Claims 7, 10, 14, 15, 18, 20 and 24 have been amended. Reconsideration of the claims is respectfully requested in view of the remarks set forth below.

### Rejections under 35 U.S.C. § 112

The Examiner rejected claims 1-26 under 35 U.S.C. § 112, second paragraph, as being incomplete for omitting essential structural cooperative relationships of elements, such as omission amounting to a gap between the necessary structural connections. Further, the Examiner rejected claims 1-26 under 35 U.S.C. § 112, second paragraph, as being incomplete for indefinite language not supported in the specification. Applicant respectfully traverses these rejections.

In ruling on a claim of patent indefiniteness, a court must determine whether those skilled in the art would understand what is claimed when the claim is read in light of the specification. *Personalized Media Communications, Inc. v. Int'l Trade Comm'n*, 161 F.3d 696, 705, 48 U.S.P.Q.2d 1880 (Fed. Cir. 1998); *Orthokinetics, Inc. v. Safety Travel Chairs, Inc.*, 806 F.2d 1565, 1576, 1 U.S.P.Q.2d 1081 (Fed. Cir. 1986). A claim in not indefinite merely because it poses a difficult issue of claim construction; if the claim is subject to construction, i.e., it is not insolubly ambiguous, it is not invalid for indefiniteness. *Honeywell Int'l, Inc. v. Int'l Trade Comm'n*, 341 F.3d 1332, 1338-39, 68 U.S.P.Q.2d 1023 (Fed. Cir. 2003). That is, if the meaning of the claim is discernible, even though the task may be formidable and the conclusion may be one over which reasonable persons disagree, a claim is sufficiently clear to avoid invalidity on indefiniteness grounds. *Exxon Research & Eng'g Co. v. United States*, 265 F.3d 1371, 1375, 60 U.S.P.Q.2d 1272 (Fed. Cir. 2001). The failure to define a term is not fatal; if the meaning of the term is fairly inferable from the patent, an

express definition is not necessary. *Bancorp Services LLC v. Hartford Life Insurance Co.*, 69 U.S.P.Q.2d 1996, 2000 (Fed. Cir. 2004). Even though an entire term is not defined in a patent or industry publications, individual components of the phrase may have well-recognized meanings to those of skill in art and a reader can infer the meaning of the entire phrase with reasonable confidence. *Id.*

In rejecting claims 1-26 under 35 U.S.C. § 112, second paragraph, the Examiner stated that certain structural cooperative relationships which are purportedly essential to the invention were omitted. Specifically, the Examiner stated the structural cooperative relationships between the "enrollment servers," "operations of enrollment," and details disclosing what the enrollment process is doing were omitted. The Examiner further noted that the rendering environment of the applet was omitted. Closely related to these rejections, the Examiner further rejected the claims as being indefinite because the specification does not redefine terms that set forth uncommon definitions so as to put one reasonably skilled in the art on notice that the Applicant intended to so redefine that claim term. Specifically, the Examiner submitted that Applicant intended to redefine the terms "enrollment request" and "enrollment applet" to set forth meanings which vary from the accepted meanings of the terms. As discussed further below, Applicant respectfully traverses these rejections and the characterizations made by the Examiner.

In the rejection, the Examiner stated that the term "enrollment request" in claims 1 and 7 is "used by the claims to mean 'authentication request,' while the accepted meaning is 'a request to register a user for a first time.'" Applicant respectfully traverses the Examiner's characterization of uncommon meaning and respectfully submits that the term "enrollment request" does indeed comport with the accepted meaning of the term recognized by the Examiner. That is, the recited "enrollment request" refers to a request to register a user for

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the first time. Applicant is uncertain as to why the Examiner correlated the recited "enrollment request" with an "authentication request." Applicants respectfully note that the term "authentication request" is not used anywhere in the specification or claims. Accordingly, Applicant respectfully requests that the Examiner interpret the "enrollment request" as having its common and accepted meaning as understood by those skilled in the art. Accordingly, Applicant respectfully submits that the term "enrollment request" is not indefinite as Applicant did not intend the term to be redefined outside the scope of the accepted meaning of the term.

Similarly, the Examiner further submitted that the use of the term "enrollment applet" in claims 1 and 7 was "used by the claim to mean 'authentication information' or 'authentication program,' while the accepted meaning is 'client side program usually created with JAVA programming language often executed with web browsers used for internet transaction used to register a user for the first time.'" Again, the Examiner is suggesting that Applicant intended the "enrollment applet" to mean something other than the accepted meaning, as understood by those skilled in the art. Applicant asserts that the term "enrollment applet" is being used with the common accepted meaning, as recognized by the Examiner. Thus, Applicant respectfully submits that the term "enrollment applet" is not indefinite.

The Examiner seems confused by the use of the terms "enrollment," "enrollment requests," and "enrollment applet." The Examiner's confusion seems to stem from some of the features of the recited claims. The Examiner notes that "while the encryption and passing of a public key and signed data are well known in the art, the encryption of an applet and it being sent from a host to a server is somewhat irregular." While this statement may be true, Applicant notes that as clearly described and as illustrated in Fig. 5, sending an encrypted

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applet from a host to a server is one of the exemplary features recited in the present claims. Further, while none of the claims explicitly recite the step of "enrolling," Figs. 5-7 and the text supporting those figures, are clearly steps related to enrollment. That is, Figs. 5-7 describe steps related to a client/customer/user registering for the first time. To the Examiner's question as to what the enrollment process is doing, Applicant respectfully submits that the enrollment process is doing exactly what the Examiner stated the enrollment process would be doing in accordance with the accepted meaning of the term. That is, in accordance with the present claims and as supported by the figures and specification, the enrollment process herein simply refers to registering a customer for the first time. However, the steps of enrolling a user as illustrated in Figs. 5-7 and recited in each of the independent claims when viewed in conjunction with the system illustrated in Fig. 2 of the present invention are varied in accordance with exemplary embodiments of the present invention.

Applicant also notes that the claims do not recite "enrollment servers." Rather, the claims simply recite a system having a first server and a second server and techniques for implementing the first server and the second server for providing and authenticating shared data over a network. Part of this process includes enrolling a first time user.

In summary, Applicant respectfully submits that the recited terms "enrollment request" and "enrollment applet" are indeed meant to be interpreted in accordance with the meaning understood by skilled in the art and as recognized by the Examiner. Because these terms are intended to carry with them their common meaning, Applicant respectfully submits that these terms are not indefinite. Accordingly, Applicant respectfully requests withdrawal of the Examiner's rejections under 35 U.S.C. § 112, second paragraph, and allowance of claims 1-26.

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## Amendments to the Specification and Claims

Applicant notes that paragraphs 28 and 29, as originally filed, inadvertently omit certain proper correlation with reference numerals illustrated in the associated figures. Accordingly, Applicant has provided amended paragraphs to include the proper correlation with the element numerals illustrated in the original figures. Applicant respectfully submits that no new matter is hereby submitted.
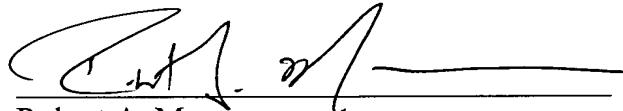
Further, Applicant notes that the recited "enrollment applet" is often designated as a "customer applet." The term "customer applet" was not described in the specification. To avoid confusion, claims 7, 10, 14, 15, 18, 20 and 24 have been amended to replace the usage of the term "customer applet" with the term "enrollment applet." Applicant respectfully submits that this amendment is simply made for clarity and that no new matter is hereby submitted in the present amendments.

## Conclusion

In view of the remarks set forth above, Applicant respectfully requests allowance of claims 1-26. If the Examiner believes that a telephonic interview will help speed this application toward issuance, the Examiner is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,

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